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2 CHAIRMAN GRAVES: But all of that is
3 irrelevant if after 30 days they can do it anyway.

4 MR. RUTAN: It is not irrelevant because a
5 lot more can happen in 30 days.

6 CHAIRMAN GRAVES: Well, I understand that.
7 You say it is mooted at the end of the 30 day period,
8 because whether we are finished with that process or not,
9 they can then still go file and the 20 days then runs
10 whether we have completed our evidentiary hearing or not.

11 MR. RUTAN: It is not going to be mooted,
12 because I believe what is going to happen at the end of an
13 evidentiary hearing, if we are allowed to have an
14 evidentiary hearing before the end of 60 days, - -

15 CHAIRMAN GRAVES: Uh-huh. Sure.

16 MR. RUTAN: - - is that your conclusion is
17 going to be that that document does not comply with Section
18 252.

19 CHAIRMAN GRAVES: Okay.

20 MR. RUTAN: And, therefore, they're not
21 entitled to go to the FCC.

22 CHAIRMAN GRAVES: All right. What if we
23 don't reach that decision because we can't get through the
24 evidentiary hearing process until the 60 days tolls.

25 MR. RUTAN: Then you have two possibilities.
You can say to Southwestern Bell, we have not had the

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2 opportunity to review the filing sufficiently, - -

3 CHAIRMAN GRAVES: Uh-huh.

4 MR. RUTAN: - - We would like you to agree to
5 an extension of the time, that's permissible under the
6 statute, at least one other RBOC has done that in similar
7 circumstances, or they can say, no, we are not going to
8 cooperate with you, we want to go to the FCC right now.

9 CHAIRMAN GRAVES: Right. And that is not the
10 end of it though. At that point under our 20 days - -

11 MR. RUTAN: You have 20 days - - Right. But
12 if that happens, you will at least have had 30 days more.

13 CHAIRMAN GRAVES: Well, I understand that.
14 But - -

15 MR. RUTAN: And there is a difference between
16 50 days and 20.

17 CHAIRMAN GRAVES: Well, and I acknowledge
18 that. My point being that regardless, and in my opinion I
19 think, regardless of what happens in 252, we have the right
20 to say we still don't think there is competition - -

21 MR. RUTAN: Yes, you do.

22 CHAIRMAN GRAVES: - - under 271. And it is
23 unlikely that the FCC, I think it is unlikely that the FCC,
24 would grant that. Particularly if we could show that we
25 have been trying to have an evidentiary hearing and we
hadn't been able to resolve those issues and there are some

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2 material differences, and two of the largest competitors in
3 the business haven't worked this out. I mean it is not
4 likely that they're suddenly going to grant that if the
5 state commission says and articulates here are the reasons
6 why we don't think the check list has been met and that
7 there is in fact competition in Oklahoma.

8 MR. RUTAN: But your ability to say that is
9 much stronger if you have had 30 days more time in the
10 meantime to actually start going through the record and
11 making a more informed judgment.

12 CHAIRMAN GRAVES: Well, see, I think it is
13 regardless. If we can tell the FCC, look, we are still in
14 the process of having an evidentiary hearing, we are moving
15 forward as fast as possible, notwithstanding Mr. Hunt's
16 proclivity to not pay attention to what the states are doing
17 or want to do, I think that that's a pretty substantial
18 allegation on the part of the states.

19 MR. RUTAN: It is substantial. But if all
20 you are saying at that point in time is we haven't had time
21 to review this, - -

22 CHAIRMAN GRAVES: Uh-huh.

23 MR. RUTAN: - - we don't know, - -

24 CHAIRMAN GRAVES: Uh-huh.

25 MR. RUTAN: - - the FCC has a 90 day clock
that they have got to meet.

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2 CHAIRMAN GRAVES: Right.

3 MR. RUTAN: And if you get to the end of the
4 90 days and you haven't been able to complete your review, -

5 -

6 CHAIRMAN GRAVES: Uh-huh.

7 MR. RUTAN: You haven't participated in the
8 process.

9 CHAIRMAN GRAVES: Well, so why should we be
10 able to have 90 days to pre-review it before it is filed?

11 MR. RUTAN: The 90 days is the amount of time
12 that was recommended by NARUC. You asked the question
13 before could you do 180 days. I think the answer is
14 probably no, because 180 days is probably more than you
15 need. But I think 90 days - -

16 CHAIRMAN GRAVES: But it is not articulated
17 anywhere. There is not some formula that says this is the
18 number of days?

19 MR. RUTAN: No. Absolutely not.

20 CHAIRMAN GRAVES: So if we could articulate
21 something we could stretch it out arguably as far as we
22 thought we could argue with a straight face?

23 MR. RUTAN: Well, yes. But - -

24 CHAIRMAN GRAVES: Okay. Well, I understand.

25 MR. RUTAN: -- you would be bound by
reasonableness.

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2 CHAIRMAN GRAVES: I understand.

3 MR. RUTAN: I think everybody is going to
4 sort of suspect that 180 days is not reasonable.

5 CHAIRMAN GRAVES: That's fine. I'm just - -

6 MR. RUTAN: If you said 45 days, people
7 aren't going to say that's unreasonably short.

8 CHAIRMAN GRAVES: No. I'm just trying to get
9 it out in the open so both sides can't say it is an
10 arbitrary date or it's not an arbitrary date, that we
11 understand that there is some reason in that standard we're
12 looking at.

13 MR. RUTAN: It is an arbitrary number - -

14 CHAIRMAN GRAVES: Right.

15 MR. RUTAN: - - and it's a significant
16 number. But if it were based on the reasonable estimates of
17 NARUC - -

18 CHAIRMAN GRAVES: Yeah.

19 MR. RUTAN: - - it has been followed by the
20 state of Texas, the Missouri commission has recommended the
21 same thing - -

22 CHAIRMAN GRAVES: Sure.

23 MR. RUTAN: The state of Kansas in effect has
24 about a 60 day advance notice requirement.

25 CHAIRMAN GRAVES: Yeah.

MR. RUTAN: These advance notice requirements

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are hardly unique. They have been adopted by commissions all around the country.

CHAIRMAN GRAVES: Sure.

MR. RUTAN: And there doesn't seem to be, other than Southwestern Bell's brief, any serious suggestion that a commission does not have the authority to take this kind of action given its statutory obligation to prepare itself to consult.

CHAIRMAN GRAVES: So you would argue we take the full 60 days under 252 and then add 90 days on top of that?

MR. RUTAN: No. No. No.

CHAIRMAN GRAVES: No.

MR. RUTAN: Because I think what was suggested by Mr. Gray is that the 90 days starts tomorrow or today, I forget which he said.

But the point of the advance notice concept is to make sure that you have enough time to get the job done.

CHAIRMAN GRAVES: Uh-huh. That's right.

MR. RUTAN: So the concept is, how much time do you really need. 90 days is the number that has been picked in general. But if you finish, in other words, if the period started tomorrow, let's say, - -

CHAIRMAN GRAVES: Uh-huh.

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2 MR. RUTAN: And you were able to get through
3 all the evidentiary hearing and the Staff was able to
4 complete the investigation that they have talked about, if
5 you finish that in 45 days, fine.

6 Our concern is that whatever the right amount
7 of time that needs to be taken to do this right, whatever
8 that winds up being, that's the amount of time that is
9 taken.

10 CHAIRMAN GRAVES: Uh-huh. Sure.

11 MR. RUTAN: That is our concern. That is why
12 we think that the 30 days is significant here.

13 CHAIRMAN GRAVES: Uh-huh.

14 MR. RUTAN: This is not a question of delay.
15 All we are asking is that what Congress laid out in terms of
16 the 60 days, because if they thought it took that much time
17 to do the job right, is what you take here if that's what
18 you need. There isn't a state yet that has gone through one
19 of these things in less than 60 days. And that's the
20 reality of the time.

21 CHAIRMAN GRAVES: So if the 90 days is the
22 reasonable time and you agree that it would start tolling
23 today, or whenever, and then if - - does it re-toll if we
24 deny the application for general terms and conditions if at
25 the end of this evidentiary hearing we say, boy, this is
terrible, we don't want to proffer that, then the 90 days

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2 doesn't - - hasn't begun to run? Or we can start it over?

3 MR. RUTAN: No. I think there - - I think in
4 that situation you would have done enough of the advanced
5 preliminary work to get to your first conclusion.

6 CHAIRMAN GRAVES: Uh-huh.

7 MR. RUTAN: I would be amazed if you felt you
8 would need another full 90 days.

9 CHAIRMAN GRAVES: Well, but if we are going
10 to have a rule that says you have got to give us notice 90
11 days before you file for 271 approval, it doesn't matter. I
12 mean, arguably - - And if one of the prerequisites of that
13 is that you have to have terms and conditions on file before
14 you file for 271 approval, then in theory if we denied this
15 one and they would come back with revised terms, the 90 days
16 doesn't run until that's either been filed, or until we
17 approve it, or the 60 days tolls?

18 MR. RUTAN: Yeah. Well, when we proposed the
19 90 days, we were talking about the initial filing. We are
20 not suggesting that if you have gone through all of this
21 study effort you automatically have to take another 90 days
22 if you start over again. I mean, we haven't actually
23 addressed that point. And I certainly would represent to
24 you that we would not be suggesting if you had a full
25 evidentiary record the first time around that everybody
would have to sit around and twiddle their thumbs for 90

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2 days watching the pot. I mean, that's not realistic.

3 CHAIRMAN GRAVES: Okay.

4 MR. RUTAN: Whatever would be the reasonable
5 amount of time to take before the next application, which
6 presumably would be considerably shorter than 90 days, that
7 would be what you would take.

8 All we are suggesting here is that this - -
9 that enough time be taken to do this right.

10 CHAIRMAN GRAVES: Right. I understand.

11 MR. RUTAN: Mr. Toppins suggested, you know,
12 the eyes of the entire country are on Oklahoma. Well, I
13 tell you, when everybody's eyes are on me, I get careful.
14 We saw what happened to Ameritech when they went too fast.
15 They wound up having to withdraw their filing after a month
16 and a half. And I don't think that did anybody any good at
17 all. These are important issues. They deserve to be
18 treated importantly and with the care and the time that it
19 takes.

20 Now I want to get back to another aspect to
21 give you a little bit more insight into what is really going
22 to be involved in reviewing this SGTC, and this gets back to
23 the error of fact that I mentioned in the Southwestern Bell
24 presentation in the initial hearing.

25 As you will recall from the transcript, based
on the Southwestern Bell presentation, Judge Goldfield found

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that it was really the AT&T arbitration, the Brooks agreement, the USLD, or I might have the acronym wrong, agreement with a few additional items. That was based on Southwestern Bell testimony that said, yeah, we took those things and we put in some more appendixes. That was all that was available before Judge Goldfield at that point in time.

Well, the day after Judge Goldfield ruled, Southwestern Bell submitted after-filed Exhibit 1. And you take a look at this document, and you say, well, wait a minute. There are 10 new appendixes identified in this Southwestern Bell document. There are only 17 appendixes in the whole agreement. If you go through this document and take out what is, quote, unquote, new, that is half of the pages here. Now Southwestern Bell may think that 10 out of 17 is some or half of it is some, but that's not what happened here. There are major differences between this document and the AT&T arbitration award and those two negotiated agreements. That's not what Judge Goldfield thought Southwestern Bell meant. He thought it was just a few additional - -

CHAIRMAN GRAVES: And in your opinion those are per se bad items that were added?

MR. RUTAN: Not every single one of them is bad at 100 percent in toto. But there are major problems

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2 that we have with that document.

3 CHAIRMAN GRAVES: Right.

4 MR. RUTAN: The other thing to bear in mind -

5 -

6 CHAIRMAN GRAVES: But we're still back to
7 this point, and I'm sorry I keep taking you back to it, but
8 you are not bound by that.

9 MR. RUTAN: No.

10 CHAIRMAN GRAVES: Okay.

11 MR. RUTAN: My point is why you need the
12 additional 30 days here to do the right job is this is not
13 something you have seen before.

14 CHAIRMAN GRAVES: Okay.

15 MR. RUTAN: The other thing that Southwestern
16 Bell never explained to you, and our attempts to bring that
17 issue out on cross examination were foreclosed, is they
18 didn't show you what is from the AT&T arbitration agreement,
19 and, by the way, there are some aspect which we think it
20 doesn't even do the AT&T arbitration award properly, from
21 what was in the Brooks agreement and the other agreement
22 that was negotiated. Why is that material? Well, remember
23 the difference in the standard of review between an
24 arbitrated agreement and a negotiated agreement?

25 When you were submitted - - these two
negotiated agreements were submitted to you, the only

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2 standard of review that had to be followed was whether they
3 discriminated against anybody or whether there was some
4 other reason in the public interest why you should not
5 approve it. That is a far cry from the very detailed kind
6 of review that you had to go through in the arbitration
7 context and that you have to go through in the statement of
8 generally available terms and conditions context, because
9 you have got to go through every single one of the
10 subsections of Section 251 and Section 252.

11 So to suggest that you have seen this before
12 isn't even close to right. There are lots of problems in
13 this document. And we believe that if you take the time to
14 review it properly, you will come up at the end of the
15 period and say we cannot approve this document, it does not
16 comply with Section 251 and Section 252 of the Act,
17 Southwestern Bell, you are not entitled based on that
18 document to go to the FCC. That's what we believe will
19 happen if you follow the course of action that was intended
20 by Congress.

21 Now at this point I would propose to say a
22 few words about the AT&T agreement, unless you have got any
23 other additional questions. I'm sorry I didn't get back to
24 the - - Well, I pretty much covered the 90 day notice
25 concept in the course of the other questions. I don't know
that I have anything to add on that.

2 CHAIRMAN GRAVES: That's fine.

3 MR. RUTAN: Well, let me say a few words
4 about the AT&T and Southwestern Bell agreement. And I sort
5 of have to begin with a caveat on it. I am a part of the
6 AT&T negotiation team for Texas, and Oklahoma and Missouri.
7 I participate at a senior level, so I have a high level of
8 familiarity with it. I'm not familiar with all of the
9 individual details.

10 CHAIRMAN GRAVES: And I don't - - And I
11 didn't propose to ask that we get into any particular
12 details. You know, if it is something that's going to come
13 back to us, that's fine. I guess my general question is, I
14 thought the intent of the framework as outlined in the
15 statute was to get it worked out so we only had to do these
16 hearings once. And I'm not sure I understand what is
17 happening now and why.

18 MR. RUTAN: Yeah. That is absolutely
19 correct, I think, at lots of levels. I think we thought it
20 was only going to take once. If you thought it was only
21 going to take once, I suspect Southwestern Bell thought it
22 was only going to take once.

23 What happened is that we continued
24 negotiating after the 135 day deadline. We had pretty much
25 reached a deadlock on a variety of critical issues. And
those are the issues that you saw in the arbitration.

CHAIRMAN GRAVES: Right.

MR. RUTAN: There were a wide range of issues which we felt were of lower significance in terms of the demands on your time but still important in terms of the operational implementation that you indicated is so important. You have got to have the capability to actually do this to get into the market.

CHAIRMAN GRAVES: Right.

MR. RUTAN: Plus as we got into issues after the 135 day deadline, and I'm not - - this is not a - - I'm not casting fault either way here, nobody has done this stuff before.

CHAIRMAN GRAVES: Right.

MR. RUTAN: We identified issues that had not occurred to either party at the time that the arbitration was commenced.

CHAIRMAN GRAVES: Okay.

MR. RUTAN: So what has happened is we have a range of issues that rightly or wrongly we chose not to put in arbitration because we thought they would take more of this Commission's time than was appropriate, we thought we could work them out. Some of them we have worked out in the meantime and continue to work out, and then we had a whole series of issues that hadn't even come up at the time of the arbitration which are critical to implementation of an

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2 operational agreement.

3 CHAIRMAN GRAVES: Okay. All right.

4 MR. RUTAN: I would just like to take that
5 last thought and emphasize something there, because I think
6 you hit on a very critical concept that is going to be of a
7 fundamental importance in whether they have met their 252
8 obligations and whether they're entitled under 271, and that
9 is the operational capability for someone to come into the
10 market.

11 AT&T is not saying we have to have a
12 guaranteed right of succession. We know that. We have been
13 in the competitive market for a long time. Sometimes you
14 win, sometimes you lose. But we have to have the
15 possibility of succeeding. That possibility cannot be
16 subject to any artificial constraints. And let me give you
17 an example that we're facing right now in California.

18 At this point in time California, pretty much
19 PACTEL, has a system, an operational support system, that we
20 can use to enter the market. There is a problem. It can
21 only process about 100 customers a day. Every single
22 customer in the state of California could call up tomorrow
23 and say I want to switch to AT&T, but it would take 20 or 30
24 years to process all of that. Unless the state of
25 implementation matches the level of competition expected by
the market, you don't have implementation that satisfies

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2 either Section 251 or 252, or the Act. That concept is just
3 as relevant to a statement of generally available terms and
4 conditions as it is to an arbitration award or to rule 271.
5 And that's a fundamental issue that will have to be
6 addressed as we go forward in this hearing.

7 Did I address your question?

8 CHAIRMAN GRAVES: Yes, sir. Thank you.
9 Thank you. Is there anything further from Mr. Rutan?

10 If not, thank you very much.

11 Ms. Thompson. And, Mr. Cadieux, you will be
12 next. And I promise you I won't ask as many questions now
13 that I've gotten them all off.

14 MR. STAKEM: I would like to ask a few
15 moments, if you - -

16 CHAIRMAN GRAVES: No, you will be after Mr.
17 Cadieux.

18 VICE CHAIRMAN ANTHONY: Let me just ask
19 generally, did anyone take issue with the statement that was
20 made that an offer of proof was presented and they had
21 sought an opportunity to contest some of the legality of the
22 provisions?

23 MR. GRAY: Yes, sir. I take exception to
24 that. I went back through while the discussion was going on
25 and went through the transcript and I would draw your
attention to page 93 of the transcript wherein they talked

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2 about having a witness. And he says, "As I stated in my
3 opening statement, I have a couple of witnesses here.
4 However, one is here to speak to deficiencies which I think
5 there was a statement off the record that we didn't want to
6 go into that today." The response of the court was, "It has
7 to do with the merits hearing." But then the AT&T witness,
8 I mean, attorney continues, "And the other witness is going
9 to be here for the primary purpose of testifying to the
10 status of the AT&T arbitration and when it might be expected
11 the interconnect agreement might come to the Commission for
12 negotiation." And then the Court said, "That is not
13 relevant."

14 So the witnesses they had available, the ALJ
15 determined, no, that was for the purpose of the merit
16 hearings and that it was not for - - the proceedings that
17 were taking place that day was not on the merits for a
18 permanent solution. So I don't believe that statement was
19 totally accurate.

20 MR. RUTAN: Well, if I can respond to that,
21 there are two points. First of all, we raised these issues
22 in our brief. We give some examples of deficiencies in the
23 brief and we were ready to put our witness on. We would
24 have put the witness on but we were told, no, you can't do
25 it now, you have to do it at the merits hearing. So, I
mean, we didn't agree to that. I mean, we were told you

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2 can't do it. All we said at that point - - There is an
3 earlier transcript cite, which I will get for you and give
4 you at the end of the day rather than do it right now, where
5 we made that original offer. The point that you referred to
6 just reflects the fact that we were told you can't do it.

7 MR. GRAY: Your Honor, this Counsel was not
8 here the day we had that proceeding.

9 MR. RUTAN: Well, I know, but I read the
10 transcript.

11 MR. GRAY: No. From the bench we had a
12 discussion. We went off the record and had some discussion
13 as to how we were going to proceed and so forth. And that
14 is how it was determined and we went back on the record. So
15 I know you are at a disadvantage, that's what occurred. Mr.
16 Fite was there, Mr. Toppins, those guys were at the bench
17 and we had discussion.

18 MR. STAKEM: Well, yes, I was at the bench.
19 And, John, I have to agree with Mr. Rutan. The point was,
20 and it happened, you could see the same thing follows
21 through in the cross-examination by me of the witness, the
22 only witness that was offered, there was a repeated
23 statement from the bench that materials that we sought
24 because we believed they were relevant to introduce either
25 through cross-examination or through, in this case, AT&T's
case, through live testimony of witnesses of their own were

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2 not relevant, and as a consequence were not going to be
3 entertained.

4 For example, I was interrupted in a line of
5 questioning that was going to go to, admittedly, the merits
6 of why the SGTC shouldn't be approved. And the reason why I
7 wanted to do that was because I think it is relevant to
8 whether or not something to be approved on an interim basis,
9 does it have a reasonable possibility that ultimately will
10 be approved. I mean merits have some relevance to whether
11 or not you give interim relief. Mr. Goldfield didn't agree
12 with that and cut off the line of questioning, for the same
13 reason he didn't allow the witness to testify.

14 That's my recollection of what happened. And
15 some of it is on the record and some of it is not on the
16 record. But that's what happened.

17 CHAIRMAN GRAVES: Okay. Ms. Thompson, you
18 may proceed.

19 MS. THOMPSON: Thank you, Your Honor.

20 Let me clarify at the outset that I think
21 Bell indicated several hours ago now that there were three
22 issues before you, one of them was a Motion to Dismiss the
23 SGTC. We did not seek dismissal of the SGTC, so all I'm
24 here today to argue on or to address is the ALJ's
25 recommendation that it grant the application for interim
relief on the SGTC and then on the 90 day prefiling notice

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2 under the competitive check list docket, that being 97-64.

3 Let me also start out to address what I think
4 has been a question to each of the parties today. What is
5 Sprint's concern here. Why are we concerned about an SGTC,
6 because, as you have already heard indicated, we do have an
7 agreement with Bell. It was filed with a request and
8 application for approval of that agreement just yesterday.

9 Our concern is the same as any competitor is,
10 or any future competitor in the local exchange market.
11 Congress has established requirements that Bell must meet
12 before it is allowed in region authority. Those
13 requirements are in the Federal Act. Congress has
14 determined if those requirements are not met you can't have
15 effective competition. So it is in every competitor's
16 interest to ensure that the requirements are met. That's
17 our concern.

18 The SGTC has to be approved. The language of
19 252 says you shall not approve it unless it meets certain
20 requirements. Our concern is that those requirements are
21 met. I think you will also recognize that this Commission
22 especially has traditionally relied upon interested parties
23 to help explore the issues. NARUC recognized that in terms
24 of looking at 271 requirements, as has the FCC. They have
25 talked about we recognize that there will be third parties,
not just the state, not just the FCC, not just the

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2 Department of Justice, but there are several interested
3 parties that bring different perspectives and that those
4 interests are things that we want to look at. So that is
5 our reason for being here.

6 Let me tell you, too, that when I heard the
7 ALJ's explanation for basis of his decision today, we do not
8 disagree with what I understand to be the intent of his
9 decision, which was, and let me tell you how I understand
10 it, that as to 97-20 he allowed interim authority because he
11 wanted other companies to be able to come in and take advantage
12 of the SGTC. But since he also then turned around and
13 imposed a 90 day advance notice requirement in 97-64, he is
14 saying I was not intending to give you interim relief so you
15 can go file an immediate FCC application. You are not to
16 use the SGTC for that, you are to use it to offer it to
17 other companies.

18 So you've got - - And you heard Bell say that
19 they have had a two-fold purpose in asking for interim
20 relief. And I think there has been some confusion expressed
21 by the three of you in terms of why do we keep trying to
22 connect them. It seems like there are two different
23 statutes.

24 If I could, unfortunately I just got one
25 extra copy of this, Bell's motion for interim relief, and
refer you to paragraph 4, which indicates that Bell believes

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2 that its SGTC along with interconnection agreements
3 heretofore approved by the Commission satisfies the
4 competitive check list contained in Section 271(C)(2)(b).
5 Because of this, Southwestern Bell plans to apply to the FCC
6 pursuant to Section 271(B) for authorization to provide
7 interLATA long distance services in Oklahoma. Section
8 271(C)(1)(b) permits an application for authorization to the
9 FCC to provide interLATA service to be accompanied by an
10 SGTC that has been permitted to take effect by this
11 Commission pursuant to Section 252(F) of the Act.

12 Just as Counsel for AT&T indicated, we think
13 that obviously Bell proffered two reasons for why we need
14 interim relief. One was to permit us to offer these terms
15 to other companies, the other one is to permit us to go
16 forward with this application to the FCC.

17 Just as AT&T has indicated, we think the
18 first reason is an unnecessary reason. You don't need to
19 permit the SGTC to take effect for them to say here is our
20 deals, guys, anybody that wants to can come sign it. You
21 don't need interim relief for that. So the only practical
22 effect of granting interim relief, and this is the problem
23 that I think the ALJ didn't see the connection on, is that
24 it allows them to turn around and immediately file with the
25 FCC.

Now why do we care about that? You have

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2 heard, well, you know it sounds like in 30 days they can do
3 that anyway. Each of us has different roles in the process
4 to get competition to this state. Those roles were
5 established by Congress in the Federal Act. And the public
6 interest is served by the roles being fulfilled by each of
7 the different parties. Companies like - - Future
8 competitors like Sprint have the role of - - they have a
9 duty to request interconnection. You know, if you are
10 serious about competition, you need to request it. If you
11 don't get a negotiated agreement, then you file for
12 arbitration. We filed for arbitration and we settled our
13 arbitration. And now we have filed an interconnection
14 agreement.

15 The Commission's role under the Federal Act
16 is to review negotiated agreements, handle arbitrations, and
17 if there is an SGTC filed, you have to review that under the
18 standards of the Act. Also when an RBOC, like Bell, files
19 with the FCC, one of your roles under the Federal Act, is to
20 consult with the FCC. You can't perform those duties
21 without information from the parties on each of those
22 things. You couldn't approve an agreement if you didn't see
23 it.

24 We have all been accused of delay and
25 attempting to delay Bell from going to the FCC. And yet it
is Bell who has delayed as of today in giving this

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2 Commission any of the information that it intends to rely
3 upon to demonstrate to the FCC and to demonstrate to this
4 Commission that it has complied with the competitive check
5 list.

6 They first gave you notice of this statement
7 of terms and conditions the day before they filed it. Their
8 evidence was they first gave you notice that they intended
9 to go to the FCC the day before they filed this statement of
10 terms and conditions. So you have known since January 14th
11 that Bell wanted to make a quick filing with the FCC. But
12 they have yet to give you any information that would allow
13 you to fulfill your role when the FCC comes to you and
14 consults with you. That information is within Bell's
15 control. Bell is going to have to tell you how they have
16 satisfied the competitive check list, how they have met the
17 other requirements that you have to comply with.

18 We suggested in the 97-20 in the first
19 hearing that Bell should have complied with the NARUC best
20 practices suggestions, and one of those was give 90 days
21 advance notice. And then also not just tell you we are
22 going to do it, when you give notice, accompany it with all
23 of the documentation that you are going to file with the
24 FCC. That was designed to allow the state commission to do
25 its job.

Now there was some talk about we should all

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2 be going to the FCC and saying you are being unfair to the
3 states to just give them 20 days. Well, the NARUC
4 suggestion for advance notice was based upon them saying
5 that consultation with the state commission is a critical
6 element in the FCC determination on an RBOC's application.
7 NARUC expects interested parties will bring numerous and
8 varied perspectives to the process. Accordingly NARUC is
9 strongly encouraging states to open proceedings in advance
10 of RBOC filings with the FCC that will develop thorough
11 evidentiary records on all relevant issues. RBOC's are
12 requested to cooperate with the state commission efforts to
13 execute their responsibilities under the Act.

14 Based on that the FCC in their public notice
15 which established the procedures for how RBOC applications
16 would be filed in reference to what the state had to do
17 started out by saying, "Many state commissions have already
18 commenced proceedings to examine Bell Company compliance
19 with Section 271 or portions thereof. In light of this fact
20 and in light of the shortness of the 90 day period for
21 deciding the Section 271 application, we require the
22 relevant state commission to file their consultation within
23 the 20 day time period."

24 If Bell were trying to cooperate with you to
25 enable you to execute your responsibilities under the Act,
they should have given you the information already. That is